

JUDGE CASTEL

08 CV 03015

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

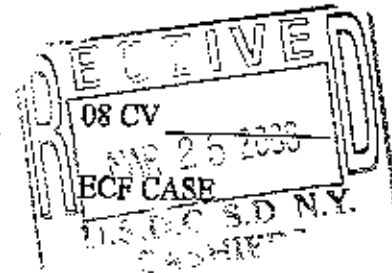
GREEN SHIPPING A.S.,

Plaintiff,

- against -

TOBIQUE FARMS LTD.,

Defendant.



VERIFIED COMPLAINT

Plaintiff, GREEN SHIPPING A.S. (hereinafter referred to as "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, TOBIQUE FARMS LTD. (hereinafter referred to as "Defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(b) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of Norwegian law and was at all material times the owner of the motor vessel "GREEN CONCORDIA" (hereinafter the "Vessel").

3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of Canadian law, and was at all material times the Charterer of the Vessel.

4. By a charter party dated September 14, 2007 Plaintiff voyage chartered the Vessel to Defendant for the carriage up to a full and complete cargo of potatoes in bags from Summerside PEI to "Algeria not east of Algiers".

5. Plaintiff delivered the Vessel into the service of the Defendant and fully performed all duties and obligations under the charter party.

6. A dispute arose between the parties regarding Defendant's failure to pay demurrage¹ and detention costs due and owing to Plaintiff under the charter party contract.

7. As a result of Defendants breach of the charter party due to its failure to pay demurrage and detention costs of the Vessel, Plaintiff has sustained damages in the total principal amount of \$312,560.79 exclusive of interest, arbitration costs and attorneys fees.

8. Despite due and repeated demand, Defendant has failed to pay the amounts due and owing under the charter party. Attached hereto as Exhibit "1" are copies of Plaintiff's invoice(s) and demand(s) for payment by Defendant.

9. Pursuant to the charter party, disputes between the parties are to be submitted to arbitration in London subject to English law. Plaintiff intends to commence arbitration of its claim against Defendant.

10. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of arbitration proceedings.

¹ Demurrage is a liquidated damage for delay set forth in the charter party that requires a charterer to pay to owner when the vessel is prevented from the loading or discharging of cargo within the stipulated laytime (i.e., the maximum time permitted in the charter party for cargo operations - here defined by the charter party as \$9,500.00 per day, pro rata.)

11. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

A.	Principal claim - Demurrage at Algiers	\$664,208.37
	Demurrage at Tartous	\$10,093.75
	Total Demurrage:	\$674,302.12
	Less payment made:	(\$410,000.00)
	Subtotal demurrage:	\$264,302.12
	Detention Claim- (18:05 hrs. on January 12, 2008 to 20:00 hrs. on January 17, 2008):	\$ 48,258.67
	Total Principal Claim:	\$312,560.79
B.	Estimated interest on claim - 3 years at 7.5% compounded quarterly:	\$ 78,051.55
C.	Estimated arbitration costs:	\$ 65,000.00
D.	Estimated attorneys' fees and expenses:	\$ 70,000.00
	Total:	\$525,612.34

12. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

13. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant and to secure the Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint failing which default judgment be entered against it;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of \$525,612.34 belonging to, due or being transferred to, from, or for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishees to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;

D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;

E. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;

F. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

G. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: New York, NY
March 25, 2008

The Plaintiff,
GREEN SHIPPING A.S.

By: Anne C. LeVasseur
Anne C. LeVasseur
Nancy R. Peterson
Patrick F. Lennon
LENNON, MURPHY & LENNON, LLC
420 Lexington Avenue, Suite 300
New York, NY 10170
(212) 490-6050 - phone
(212) 490-6070 - facsimile
acl@lenmur.com
nrp@lenmur.com
pfl@lenmur.com

ATTORNEY'S VERIFICATION

State of New York)
) ss.: City of New York
County of New York)

1. My name is Anne C. LeVasseur.

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC attorneys for the
Plaintiff.

4. I have read the foregoing Verified Complaint and know the contents
thereof and believe the same to be true and accurate to the best of my knowledge, information
and belief.

5. The reason why this Verification is being made by the deponent and not
by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now
within this District.

6. The source of my knowledge and the grounds for my belief are the
statements made, and the documents and information received from, the Plaintiff and agents
and/or representatives of the Plaintiff.

7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: New York, NY
 March 25, 2008

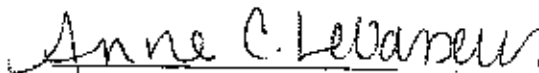

Anne C. LeVasseur

EXHIBIT 1

Tubique Ferries Ltd
 c/o Novo Chartering BV
 Postbus 108

NL-1940 AK Beverwijk
 THE NETHERLANDS

Green Reefers

Green Chartering AS
 P.O. Box 94 Hestman
 NO-5052 Bergen, Norway

Vailing address:
 Ulsteinveien 7
 NO-5224 Nordnes, Norway

Tel: +47 55 36 25 00
 Fax: +47 55 36 25 01/02

green@greenreefers.no
 www.greenreefers.no

Org. no:
 NO 968 271 679 MVA (BORG OHLSEN AS)

INVOICE NO. CON/55/136
 INVOICE DATE 25-Jan-08

INVOICE

VESSEL	VOY.-CARD NO.	CP DATE	FIXTURE NO.
GREEN CONCORDIA	35+	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			01-Feb-08
DEMURRAGE INVOICE			AMOUNT USD
Demurrage 1,06256 days at 9500 per day			10 093,75
Total:			10 093,75
12% yearly interest to be charged pro rata on amounts overdue			
PLEASE REMIT TO Account No (IBAN): NO67 5204 0494 081- Green Chartering AS with DnB NOR, N-5020 Bergen, Norway Swift (BIC): DNBANOKKXXX, Cover through IRVTUS3N Please refer to vessel and voyage when remitting			

Tobique Farms Ltd
 c/o Noto Chartering BV
 Postbus 400

NL-1940 AK Beverwijk
 THE NETHERLANDS

Green Reefers

Green Chartering AS
 P.O. Box 94 Mossen
 NO-5852 Bergen, Norway

Mailing address:
 Lamsveien 7
 NO-5124 Nordur, Norway

Tel: +47 55 36 25 00
 Fax: +47 55 35 25 01/02

green@greenreefers.no
 www.greenreefers.no

Org. no:
 NO 969 271 679 MVA (Green Chartering AS)

INVOICE NO. CON/35/33
 INVOICE DATE 08-Jan-08

INVOICE

VESSEL	VOY. - CARGO NO.	CP DATE	FIXTURE NO.
GREEN CONCORDIA	35 -	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			08-Jan-08
DEMURRAGE INVOICE			AMOUNT USD
Demurrage:			18 208,37
2,50 % Commission			-453,31
Total:			17 755,06
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO			
Account No (IBAN): NO61 5206 0494 134 - Green Shipping AS			
with DnB NOR, N-5020 Bergen, Norway			
SWIFT (BIC): DNBANOKKXXX, Cover through IRVTUS3N			
Please refer to vessel and voyage when remitting			

Tobique Farms Ltd
 c/o Nova Chartering BV
 Postbus 400

NL-1946 AK Beverwijk
 THE NETHERLANDS

Green Reefers

Green Shipping AS
 P.O. Box 24 Hordvik
 NO-5052 Bergen, Norway

Vailing address
 Strömmeveien 7
 NO-5221 Malm, Norway

Tel: +47 55 36 25 00
 Fax: +47 55 36 25 01/02

green@greereefers.no
 www.greereefers.no

Org. No:
 NO 968 271 677 HVA (Green Shipping AS)

INVOICE NO. CON/33/6
 INVOICE DATE 03-Jan-08

INVOICE

VESSEL GREEN CONCORDIA	VOY. - CARGO NO. 35 -	CT DATE 14-Sep-07	FIXTURE NO. 08306
TERMS OF PAYMENT			DUE DATE 03-Jan-08
DEMURRAGE INVOICE			AMOUNT USD
Demurrage: 10 days x USD 9500 per day			95 000,00
2.50 % Commission			-2 375,00
Total:			92 625,00
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO Account No (IBAN): NO61 5266 0494 134 - Green Shipping AS with DoB NOR, N-5020 Bergen, Norway Swift (BIC): DNBANOKKXXX, Cover through IRYTUS3N Please refer to vessel and voyage when remitting			

Tobique Farms Ltd
 2424 Route 108,
 Drummond
 Canada

Green Reefers

Green Shipping AS
 20. Box 94 Hesliun
 NO-5852 Bergen, Norway

Vailing address:
 Elismogveien 7
 NO-5224 Nesten, Norway

Tel: +47 55 36 29 00
 Fax: +47 55 36 25 01/02

green@greenreefers.no
 www.greenreefers.no

Org. no:
 NO 968 271 579 MVA (Green Shipping AS)

INVOICE NO. CON35/979
 INVOICE DATE 24-Dec-07

INVOICE

VESSEL	VOY. - CARGO NO.	OP DATE	FIXTURE NO.
GREEN CONCORDIA	35 - 0	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			24-Dec-07
DEMURRAGE INVOICE			
Demurrage: 7days x USD 9500 per day			AMOUNT USD
2,50 % Commission			66 500,00
Total:			-1 662,50
			64 837,50
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO			
Account No (IBAN): NO61 5206 0494 134 - Green Shipping AS			
with DAB NOR, N-5020 Bergen, Norway			
Swift (BIC): DNBANOXXXX, Cover through ERYTUS3N			
Please refer to vessel and voyage when remitting			

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Green Chartering AS
 P.O. Box 94, Hestvåg
 NO-5052 Bergen, Norway

Green Reapers

Shipping address:
 Ulsteinveien 7
 NO-5224 Mulsrud, Norway

Tobique Farms Ltd
 2424 Route 106,
 Drummond
 Canada

Tel: +47 55 36 25 00
 Fax: +47 55 36 25 01/02

green@greenreapers.no
 www.greenreapers.no

Org. no:
 NO 563 271 679 MVA Green Chartering AS

INVOICE NO. CON/35/249
 INVOICE DATE 17-Dec-07

INVOICE

VESSEL	VOY. - CARGO NO.	OP DATE	FIGURE NO.
GREEN CONCORDIA	35 - 0	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			17-Dec-07
DEMURRAGE INVOICE			AMOUNT USD
Demurrage: 7 days x USD 9500 per day			66 500,00
2,50 % Commission			-1 662,50
Total:			64 837,50
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO Account No (IBAN): NO61 5206 0494 134 - Green Shipping AS with DNB NOR, NO-5020 Bergen, Norway Swift (BIC): DNBANOKKXXX, Cover through DRYTUSNN Please refer to vessel and voyage when remitting			

Tobique Farms Ltd
 c/o Novo Chartering BV
 Postbus 400

NL-1540 AK Beverwijk
 THE NETHERLANDS

Green Reefers

Green Chartering AS
 NO. Box 95 Hordvik
 NO-5052 Bergen, Norway

Shipping address:
 Viksmagården 7
 NO-5224 Årstad, Norway

Tel: +47 55 36 25 00
 Fax: +47 55 36 25 01/02

green@greenrefers.no
 www.greenrefers.no

Org. no:
 NO 968 271 679 MVA Green Chartering AS

INVOICE NO. CON/35/919
 INVOICE DATE 18-Dec-07

INVOICE

VESSEL	VOY. - CARGO NO.	CP DATE	REXTURE NO.
GREEN CONCORDIA	35 -	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			10-Dec-07
DEMURRAGE INVOICE			AMOUNT USD
Demurrage: 7 days x USD 9500 per day			66 500,00
2,50 % Commission			-1 662,50
Total:			64 837,50
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO			
Account No (IBAN): NO61 5206 0494 134 - Green Shipping AS			
with DnB NOR, N-5020 Bergen, Norway			
Swift (BIC): DNBANOKKXXX, Cover through IRVTUS3N			
Please refer to vessel and voyage when remitting			



Green Reefers

Green Shipping AS
 P.O. Box 24 Hordalun
 NO-5052 Bergen, Norway

Shipping address:
 Ulmvegeveien 7
 NO-5224 Vestli, Norway

Tel: +47 55 36 25 00
 Fax: +47 55 36 25 01/02

green@greenreefers.no
 www.greenreefers.no

Org. No.
 NO 958 271 679 MVA (Green Shipping AS)

Tobique Farms Ltd
 c/o Novo Chartering BV
 Postbus 400

NL-1940 AK Beverwijk
 THE NETHERLANDS

INVOICE NO. CON35876
 INVOICE DATE 04-Dec-07

INVOICE

VESSEL	VOY. - CARGO NO.	CP DATE	FIXTURE NO.
GREEN CONCORDIA	35 -	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			04-Dec-07
DEMURRAGE INVOICE			AMOUNT USD
Demurrage: 16 days x USD 9500 per day			95 000,00
2,50 % Commission			-2 375,00
Total:			92 625,00
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO Account No (IBAN): NO61 5306 0494 134 - Green Shipping AS with DnB NOR, N-5020 Bergen, Norway Swift (BIC): DNBANOKKXXX, Cover through IRVTUS3N Please refer to vessel and voyage when remitting			



Green Reefers

Green Shipping AS
 P.O. Box 94 Hordal
 NO-5852 Bergen, Norway

Tobique Farms Ltd
 c/o Nova Chartering BV
 Postbus 400

NL-1940 AK Beverwijk
 THE NETHERLANDS

Villing address
 Utthaugstien 7
 NO-5224 Morkun, Norway

Tel: +47 55 36 25 00
 Fax: +47 55 36 25 01/02

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 www.greenreefers.no

Org. no:
 NO 968 271 079 MVA (Green Shipping AS)

INVOICE NO. CON/35/836
 INVOICE DATE 23-Nov-07

INVOICE

VESSEL GREEN CONCORDIA	VOY. / CARGO NO. 35 - 0	CP DATE 14-Sep-07	FIXTURE NO. 08306
TERMS OF PAYMENT			DUE DATE 23-Nov-07
DEMURRAGE INVOICE			AMOUNT USD
Demurrage: 11 days x USD 9500 per day			104 500,00
2,50 % Commission			-2 612,50
Total:			101 887,50
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO Account No (IBAN): NO61 5206 0494 134 - Green Shipping AS with D/R NOR, N-5020 Bergen, Norway Swift (BIC): INBANOKKXXX, Cover through IRVTUS3N Please refer to vessel and voyage when remitting			

Tehigue Farms Ltd
 c/o Novo Chartering BV
 Postbus 400

NL-1940 AK Beverwijk
 THE NETHERLANDS

Green Reefs

Green Chartering AS
 PO Box 56 Hestviken
 NO-5852 Bergen, Norway

Shipping address:
 Demagveien 7
 NO-5224 Hestviken, Norway

Tel: +47 55 36 25 00
 Fax: +47 55 36 25 01/02

green@greenreefs.no
 www.greenreefs.no

INVOICE NO. CON/35/806
 INVOICE DATE 12-Nov-07

Org. no:
 NO 968 271 678 NYA Norge Chartering AS

INVOICE

VESSEL	VOY. - CARGO NO.	OP DATE	PICTURE NO.
GREEN CONCORDIA	35 - 0	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			14-Nov-07
DEMURRAGE INVOICE			AMOUNT USD
Demurrage: 16 days x USD 9500 per day			152 000,00
2.50 % Commission			-3 800,00
Total:			148 200,00
12% yearly interest on be charged pro rata on amounts overdue.			
PLEASE REMIT TO Account No (IBAN): NO61 8206 0424 134 - Green Shipping AS with DnD NOR, N-5020 Bergen, Norway Swift (BIC): DNBANO33XXX, Cover through DRTUS33 Please refer to vessel and voyage when remitting			

Tubique Farms Ltd
 c/o Nova Chartering BV
 Postbus 400

NL-1940 AX Beverwijk
 THE NETHERLANDS

Green Reefers

Green Chartering AS
 P.O. Box 54 Næstved
 NO-5852 Bergen, Norway

Working address:
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 NO-5224 Næstved, Norway

Tel: +47 35 36 25 00
 Fax: +47 35 36 25 01/02

green@greenereefers.no
 www.greenereefers.no

Org. no:
 NO 968 271 679 MVA (Green Chartering AS)

INVOICE NO. CON35/133
 INVOICE DATE 25-Jan-08

INVOICE

VESSEL	VOY. - CARGO NO.	EXP. DATE	PICTURE NO.
GREEN CONCORDIA	35 -	14-Sep-07	08306
TERMS OF PAYMENT			DUE DATE
			25-Jan-08
<p align="center">INVOICE</p> <p>Waiting time off Syrian coast for charterers agreement and freight payment</p> <p>16.01.08 18:05 hrs to 17.01.08 20.00 hrs</p> <p>1,07926 days at USD 2400 per day</p> <p>Total:</p>			AMOUNT USD
			10 258,67
			10 258,67
12% yearly interest to be charged pro rata on amounts overdue.			
<p>PLEASE REMIT TO</p> <p>Account No (IBAN): NO67 5204 0494 081- Green Chartering AS</p> <p>with DNB NOR, N-5020 Bergen, Norway</p> <p>Swift (BIC): DNBANOKKXXX, Cover through LRTUS3N</p> <p>Please refer to vessel and voyage when remitting</p>			

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Tobique Farms Ltd
 c/o Novo Chartering BV
 Postbus 400

NL-1940 AK Beverwijk
 THE NETHERLANDS

INVOICE NO. CON55/73
 INVOICE DATE 16-Jan-08

VESSEL GREEN CONCORDIA	VOY. - CARGO NO. 33 - 0	C/P DATE 14-Sep-07	FIXTURE NO. 08305
TERMS OF PAYMENT			DUE DATE 17-Jan-08
<p align="center">INVOICE</p> <p>Waiting time off Syrian coast for charterers agreement and freight payment</p> <p>12.01.08 18:05 hrs to 16.01.08 18:05 hrs</p> <p>4 days at USD 9500 per day</p> <p>Total:</p>			<p align="center">AMOUNT USD</p> <p align="right">38 000,00</p> <p align="right">38 000,00</p>
12% yearly interest to be charged pro rata on amounts overdue.			
PLEASE REMIT TO Account No (IBAN): NO67 5204 0494 081- Green Chartering AS with DnB NOR, N-5020 Bergen, Norway Swift (BIC): DNBANOKKXXX, Cover through IRVTUS33 Please refer to vessel and voyage when remitting			